

A G E N D A
City Council Meeting
Monday, June 17, 2019 – 6:00 p.m.

➤ **OPENING**

- Call to Order
- Invocation by Pastor Eric Mason, Jesus First The Community Church
- Pledge of Allegiance
- Roll Call

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT – No Formal Requests**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Public Hearings**

- **PC1914, Rezoning Request (4912 Old Louisville Road):** Receipt of public comment on a request by Robert Aber, property owner to rezone 4912 Old Louisville Road from C-2 to I-1.
- **PC1915, Rezoning Request (Dean Forest Road Parcels):** Receipt of public comment on a request by the City of Garden City to rezone all parcels north of Old Louisville Road to the Railroad track from C-2 to I-1; 222 Dean Forest Road, 220 Dean Forest Road, 218 Dean Forest Road, 216 Dean Forest Road, 210 Dean Forest Road, 206 Dean Forest Road, 204 Dean Forest Road, 214 Dean Forest Road, and 212 Dean Forest Road.
- **PC1916, Rezoning Request (2614 Highway 80):** Receipt of public comment on a request by Judy Roundtree, property owner to rezone 2614 Highway 80 from R-1 to C-2.

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (6/3/19) and Workshop Synopsis (6/10/19)

➤ **Staff Reports**

- Receive Monthly Departmental Report from Director of Planning
- Receive Monthly Departmental Report from Director of Public Works
- Receive Monthly Departmental Report from Chief of Police
- Receive Monthly Departmental Report from Fire Chief

➤ City Manager's Updates & Announcements

➤ ITEMS FOR CONSIDERATION

- **Ordinance – GDOT Speed Ordinance:** An ordinance to amend the Code of Ordinances, for Garden City, Georgia, as amended, to amend section 78-3 and articles I and II of Appendix B which is incorporated therein by reference, to ratify and re-designate the speed limits for streets or portions of streets within the City.
- **Resolution – CSX Facility Encroachment Agreement:** A resolution by the Mayor and Council to authorized the City Manager to enter into a facility encroachment agreement between the City and CSX Transportation for the pipeline running along Nelson Avenue and crossing Bishop Avenue and the CSX right-of-way crossing for the conveyance of raw/treated sewage.
- **Resolution, Police Vehicles Proposal:** A resolution by the Mayor and Council to accept the proposal of Butler Dodge to sell to the City four (4) Dodge Chargers for the amount of \$91,089.00 and to authorize the City Manager to sign the purchase contract or purchase order for the vehicles.
- **Resolution, Police Mobile Radar Trailer Proposal:** A resolution by the Mayor and Council to accept the price quote of MS Martin Enterprises, Inc., to sell to the City (1) Decatur OnSite 300 MX mobile radar trailer for the amount of \$8,490.00 and to authorize the City Manager to sign the purchase contract or purchase order for the radar trailer.
- **Resolution, Police Portable Radio Replacement Proposal:** A resolution by the Mayor and Council to accept the proposal of Savannah Communications to sell to the City forty-one (41) replacement portable radios and accessories for the price of \$223,540.47 and to authorize the City Manager to sign the purchase contract or purchase order for the radios.
- **Resolution, RedSpeed Services Agreement:** A resolution authorizing the City to enter into a contract with RedSpeed Georgia, LLC, for the implementation and operation of an automated traffic enforcement safety device program with respect to speeding violations within certain school zones in the City in accordance with Chapter 78, Article II, of the City Code; authorizing the City Manager to execute the contract on behalf of the City; and for other purposes.
- **Resolution, Payroll Services Proposal:** A resolution authorizing the City of Garden City to negotiate a service agreement with ADP, LLC, for payroll processing and a service agreement with AppColony, Inc., for the furnishing of a software program to be used for employee scheduling, time tracking, attendance, and communications, and for other purposes.
- **Resolution, City Council Summer Schedule:** A resolution to amend the regular meeting schedule of the Garden City Council for the period of July 1, 2019 through September 30, 2019.

➤ **ADJOURN**



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

Building Permit #: _____
PIN #: _____

PLANNING COMMISSION APPLICATION

Date Filed: 11/5/19 Amount Paid: _____ Case #: PC1914

This application, along with the appropriate application fee, is to be submitted to the **Department of Planning and Economic Development** by the 15th of each month for placement on the following month's meeting agenda. The Planning Commission meets the second Tuesday of each month. The applicant will be notified when the meeting is scheduled by certified letter.

Applications may only be pulled up until one week prior to the scheduled meeting. No refunds of any application costs will be issued. No exceptions will be made.

Please fill out all of page 1, and the corresponding relevant sections on the following pages.

Type of Application:

- ☐ Site Plan / LDA Application ☐ Subdivision
☐ Building / Building Permit Application ☐ Appeal / Variance
☒ Rezoning / Zoning Amendment

General Information:

Property Owner: ROBERT ABRAHAM Phone: _____
Cell Phone: _____ Email: _____
Mailing Address: 350 HAMRICK RD MAISON GA 31220
Property Address: 4912 OLD LOUISVILLE RD
PIN#: 6-0924A-02-017 Zoning District: _____

Applicant Name (if different from above): _____ Applicant Phone (if different from above): _____
Applicant Address (if different from above): _____

If the applicant is different from the property owner, please include a letter from the property owner authorizing the applicant to act on his/her behalf.

Signature of Applicant: [Signature] Date: 4-1-19



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Site Plans / LDA Applications:

Please submit four (4) sets of site plans with this application.

For Building / Building Permit Application:

Please submit four (4) sets of building plans with this application.

For Rezoning / Zoning Amendments:

Denied applications cannot be refiled for six (6) months.

☐ Text: Zoning Classification to be Altered: _____ Section: _____

Specific Request:

CHANGE TO INDUSTRIAL ZONING

Justification for Request:

ADJACENT PROPERTIES ARE ZONED INDUSTRIAL

Please include with this application a copy of the existing text where the change is being requested and a copy of the new requested text.

☐ Map: Zoning Classification to be Altered From: _____ To: _____

Existing Land Use:

Desired Land Use:

Justification for Request:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Subdivisions:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).

Also include two plats with the proposed subdivision clearly and accurately marked.

For Appeals / Variance:

Appeal decisions are final with no opportunity to refile.

- ☐ Establish a use which must be approved by appeal
- ☐ Request to vary:
 - ☐ A building setback requirement
 - ☐ A lot width requirement
 - ☐ A lot area requirement
 - ☐ A landscaping requirement (subject to supplemental requirements)
 - ☐ An architectural requirement (subject to supplemental requirements)
- ☐ Extension of a non-conforming use
- ☐ Other – please describe:

Justification for Request:

4912 Old Louisville Road



5/7/2019, 12:05:14 PM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, Savannah Area Geographic Information System



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

Building Permit #: _____
PIN #: _____

PLANNING COMMISSION APPLICATION

Date Filed: 4-15-2019 Amount Paid: Inv-449-5461 Case #: PC1915

This application, along with the appropriate application fee, is to be submitted to the **Department of Planning and Economic Development** by the 15th of each month for placement on the following month's meeting agenda. The Planning Commission meets the second Tuesday of each month. The applicant will be notified when the meeting is scheduled by certified letter.

Applications may only be pulled up until one week prior to the scheduled meeting. No refunds of any application costs will be issued. No exceptions will be made.

Please fill out all of page 1, and the corresponding relevant sections on the following pages.

Type of Application:

- | | |
|---|--|
| <input type="checkbox"/> Site Plan / LDA Application | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Building / Building Permit Application | <input type="checkbox"/> Appeal / Variance |
| <input checked="" type="checkbox"/> Rezoning / Zoning Amendment | |

General Information:

Property Owner: All Parcels North of Old Louisville to Railroad track Phone: N/A
Cell Phone: N/A Email: N/A
Mailing Address: N/A
Property Address: See attached 222 / 220 / 218 / 216 / 210 / 206 / 204 / 214 / 212 Dean Forest Road
PIN#: See Attached Zoning District: C-2

Applicant Name (if different from above): City of Garden City Applicant Phone (if different from above): 912-966-7777
Applicant Address (if different from above): 100 Central Avenue Garden City, GA 31405

If the applicant is different from the property owner, please include a letter from the property owner authorizing the applicant to act on his/her behalf.

Signature on Attached

Signature of Applicant: _____ Date: 4/15/2019



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Site Plans / LDA Applications:

Please submit four (4) sets of site plans with this application.

For Building / Building Permit Application:

Please submit four (4) sets of building plans with this application.

For Rezoning / Zoning Amendments:

Denied applications cannot be refiled for six (6) months.

☐ Text: Zoning Classification to be Altered: _____ Section: _____

Specific Request:

Justification for Request:

Please include with this application a copy of the existing text where the change is being requested and a copy of the new requested text.

☒ Map: Zoning Classification to be Altered From: C-2 To: I-1

Existing Land Use:

Residential

Desired Land Use:

Light Industrial

Justification for Request:

Property owners petition request to rezone parcels from C-2 to I-1

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Subdivisions:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).

Also include two plats with the proposed subdivision clearly and accurately marked.

For Appeals / Variance:

Appeal decisions are final with no opportunity to refile.

- ☐ Establish a use which must be approved by appeal
- ☐ Request to vary:
 - ☐ A building setback requirement
 - ☐ A lot width requirement
 - ☐ A lot area requirement
 - ☐ A landscaping requirement (subject to supplemental requirements)
 - ☐ An architectural requirement (subject to supplemental requirements)
- ☐ Extension of a non-conforming use
- ☐ Other – please describe:

Justification for Request:



Office of the City Manager
City Hall/100 Central Avenue
Garden City, Georgia 31405

Ronald A. Feldner, P.E.
City Manager

March 19, 2019

HR Shirah (for 222 Dean Forest Road/PIN 6-0924A-02-003)
629 Oemler Loop
Savannah, GA 31410

Phyllis Hoiland (for 220 Dean Forest Road/PIN 6-0924A-02-004)
220 Dean Forest Road
Savannah, GA 31405

James and Janice Garrett (for 218 Dean Forest Road/ PIN 6-0924A-02-005)
218 Dean Forest Road
Savannah, GA 31405

Jennifer Garrett (for 216 Dean Forest Road/ PIN 6-0924A-02-006)
216 Dean Forest Road
Savannah, GA 31405

Barry and Sabine Kratzer (for 210 Dean Forest Road/ PIN 6-0924A-02-009)
210 Dean Forest Road
Savannah, GA 31405

DE and Lynda Tran Duong (for 206 Dean Forest Road/ PIN 6-0924A-02-010)
206 Dean Forest Road
Savannah, GA 31405

Ken and Nancy Collins (for 204 Dean Forest Road/PIN 6-0924A-02-011)
204 Dean Forest Road
Savannah, GA 31405

Brad and Amy Flanders (for 214 Dean Forest Road/PIN 6-0924A-02-007)
214 Dean Forest Road
Savannah, GA 31405

Jane and Clyde Munn (for 212 Dean Forest Road/PIN 6-0924A-02-008)
212 Dean Forest Road
Savannah, GA 31405

Subject: Rezoning Request for All Parcels North of Old Louisville Road to the Railroad Track from
Commercial to Light Industrial

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

Please contact Ron Alexander should you have any questions or if you need additional information.

Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

"The undersigned requests that the City initiate action to rezone my property from its current commercial (C-2) zoning to industrial (I-1) along with the property owners that are listed in this letter and that also submit this request to the City. I understand that my request will be processed and considered in accordance with the applicable procedures utilized by Garden City and that there is no presumption or guarantee that the rezoning will be approved by the City Council."

Name: Herman R Shirk

Signature: Herman R Shirk

PIN: 6-0924A-02-003

Property Address: 222 Dean Forest Rd.

Mailing Address (if different): 629 OEWLER
Loop Savannah Ga 31410

Date: 04-17-19

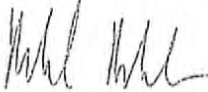
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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

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Name: Phyllis R. Holland

Signature: Phyllis R. Holland

PIN: 6-10924A-02-004

Property Address: 220 Dean Forest Rd.
Garden City, Ga. 31408

Mailing Address (if different): Same

Date: 3/27/19

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

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Name: JAMES R. GARRETT

Signature: James R. Garrett

PIN: 6-0924A-02-005

Property Address: 218 DEANFOREST Rd
GARDEN CITY GA. 31408

Mailing Address (if different): JAME

Date: 3-27-19

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

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Name: Jennifer Garrett Caline

Signature: 

PIN: 6-0924A-02-006

Property Address: 216 Dean Forest Rd.
Garden City, GA 31408

Mailing Address (if different): _____

Date: 3-27-19

Dear Property Owners:

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CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

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Name: BARRY KRATZ SABINE KRATZ

Signature: Barry Kratz Sabine Kratz

PIN: 6-0924A-02-009

Property Address: 216 DEAN FOREST RD.
GARDEN CITY GA 31408

Mailing Address (if different): _____

Date: MARCH 24, 2019

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

"The undersigned requests that the City initiate action to rezone my property from its current commercial (C-2) zoning to industrial (I-1) along with the property owners that are listed in this letter and that also submit this request to the City. I understand that my request will be processed and considered in accordance with the applicable procedures utilized by Garden City and that there is no presumption or guarantee that the rezoning will be approved by the City Council."

Name: DE Binh Duong

Signature: 

PIN: _____

Property Address: 206 Deanforest
SAV. GA 31408

Mailing Address (if different): _____

Date: 4/12/19

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
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PROPERTY OWNER REQUEST

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Name: Ken & Nancy Collins

Signature: K Collins Nancy Collins

PIN: 6-0924A-02-011

Property Address: 204 Dean Forest Rd
Garden city GA 31408

Mailing Address (if different): _____

Date: 3/25/2019

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

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Name: Brad Flanders

Signature: [Handwritten Signature]

PIN: _____

Property Address: 214 Dean Forest Rd

Mailing Address (if different): _____

Date: 3-26-19

Dear Property Owners:

The purpose of this letter is to communicate with all the property owners listed above as a result of James Garrett, Jennifer Garrett and Phyllis Holland attending the City Council meeting on March 18, 2019 to discuss the subject request. After speaking with the City Attorney, he has advised me to instruct each property owner that desires to be a part of this "joint request" to rezone these parcels to sign a copy of this letter and return it to Ron Alexander at the City by mail or hand delivery confirming your request. Once received, the City will initiate the "joint request" to rezone the parcels. Please sign below and include your name (printed), property address, mailing address and PIN number in the spaces shown.

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Sincerely,

CITY OF GARDEN CITY, GEORGIA



Ronald Feldner
City Manager

CC: James Gerard, City Attorney
Ron Alexander, Planning Director

PROPERTY OWNER REQUEST

"The undersigned requests that the City initiate action to rezone my property from its current commercial (C-2) zoning to industrial (I-1) along with the property owners that are listed in this letter and that also submit this request to the City. I understand that my request will be processed and considered in accordance with the applicable procedures utilized by Garden City and that there is no presumption or guarantee that the rezoning will be approved by the City Council."

Name: Clyde & Jane Munn

Signature: Jane W. Munn

PIN: 6-0924 A-02-008

Property Address: 212 Dean Forest Road

Mailing Address (if different): Same

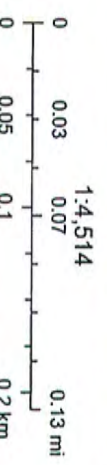
Date: 3-24-19

Dean Forest Joint Rezoning



5/7/2019, 12:36:58 PM

- Zoning
- Major Roads
- Interstate
- Local Roads
- Parkways
- Local Roads
- Major Roads
- Interstate
- Parkways
- Municipal Boundary
- BLOOMINGDALE



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

Savannah Area Geographic Information System

**OFFICIAL OATH FOR JUDGE PRO TEM
OF GARDEN CITY MUNICIPAL COURT**

STATE OF GEORGIA, COUNTY OF CHATHAM

I, BRIAN JOSEPH HUFFMAN, JR., do solemnly swear that I will administer justice without respect to person and do equal rights to the poor and the rich and that I will faithfully and impartially discharge and perform all the duties incumbent on me as Judge Pro Tem of the Municipal Court of Garden City, Georgia, according to the best of my ability and understanding, and agreeably to the laws and Constitution of the State and Constitution of the United States.

SO HELP ME GOD!

BRIAN JOSEPH HUFFMAN, JR.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS ___ DAY OF JUNE, 2019.

Notary Public

MINUTES
City Council Meeting
Monday, June 3, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Councilmember Campbell gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. City Council: Mayor Pro-tem Kicklighter, Councilmember Campbell, Councilmember Cody, Councilmember Daniel, Councilmember Ruiz and Councilmember Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell Bowles, Finance Director/Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Parks & Recreation Director; Jackie Jackson, Special Projects Coordinator; Gil Ballard, Chief of Police; Scott Robider, Code Enforcement Supervisor; and Corbin Medeiros, Fire Chief.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience. There being no questions or comments from audience, Mayor Bethune closed the informal public comment portion of the meeting.

City Council Minutes:

Councilmember Tice made a motion, seconded by Councilmember Cody, to approve the 5/20/19 city council minutes subject to the change of Councilmember Daniel's vote to reflect opposed on the second reading of the ordinance to rezone 1302 & 1252 Dean Forest Road. City Council voted unanimously to approve the city council minutes dated 5/20/19 as amended.

Staff Reports:

HR Director presented the Human Resources Department's report for the month of May.

IT Director presented the Information Technology Department's report for the month of May.

Recreation Director presented the Parks & Recreation Department's report for the month of May.

Councilmember Cody thanked Recreation Director and his staff for their help with the recent Epilepsy Foundation event. She said that the Foundation would like to do a back to school block party on August 3rd.

City Manager's Updates & Announcements: City Manager said I have no updates.

Items for Consideration:

Resolution, Judge Pro-tem Appointment: Clerk of Council read a resolution by the Mayor and Council to appoint Brain Joseph Huffman, Jr., as Judge Pro-tem of the Municipal Court of Garden City.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Ruiz, City Council unanimously adjourned the meeting at 6:14 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & Approved by: City Council 6/17/19

SYNOPSIS
City Council Workshop
Monday, June 10, 2019 – 5:30 p.m.

Call to Order: Mayor Bethune called the workshop to order at 5:30 p.m. and gave the invocation.

Attendees:

Members: Mayor Bethune presided. Council Members: Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Mayor Pro-tem Bessie Kicklighter

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Jackie Jackson, Special Projects Coordinator; Gil Ballard, Chief of Police; Corbin Medeiros, Fire Chief; and Scott Robider, Code Enforcement Supervisor.

Visitors: Miller Edward, CPA and Justin Johnson, CPA with Mauldin & Jenkins CPA's

FY2018 Comprehensive Annual Financial Report Presentation by Mauldin & Jenkins CPA's: City Manager introduced Mr. Miller Edwards, CPA of Mauldin & Jenkins. Mr. Edwards provided an overview of the City's financial statements for the year-ended December 31, 2019. He said we issued an unmodified audit report (i.e. "Clean Opinion").

Ordinance – Text Amendment for Building Supplies: City Manager said a Southern Pipe & Supply is looking at locating in the old Food Lion store. They are building supply store, which means that they will be storing building supplies and materials onsite. It will be a retail operation like Ferguson Supply located on Chatham Parkway.

City Attorney said this ordinance is to amend our zoning ordinance to permit businesses selling building supplies and materials to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals.

City Manager said they are proposing to construct an eight foot brick wall with a sidewalk around it.

City Manager said the ordinance has to go before the Planning Commission in July and then it will come back to you all for consideration in August.

CSX Facility Encroachment Agreement: City Manager said this is a new agreement with CSX for the sewer rehab project. He said this is very similar to the agreement approved in June 2018.

City Council recommended staff move forward with placing the agreement on the June 17th council agenda for formal consideration by City Council.

Portable Police Radio: Chief Ballard said the Department is in need of replacing our portable police radios. We budgeted \$235,360 in the 2019 budget to replace the radios. Currently, Motorola is offering a trade-in incentive for our older radios. This incentive is only available if we order the new radios before June

29, 2019. To replace 41 portable radios with accessories the cost would be \$223,540, which is a savings of \$22,204.

City Council recommended staff move forward with placing the replacement of the portable police radios on the June 17th council agenda for formal consideration by City Council.

Police Vehicles: Chief Ballard said the Department is in need of replacing four police vehicles. He said \$160,000 was approved in the 2019 budget for the replacement of four vehicles. We have received a quote from Butler Dodge for \$91,089 for four 2019 Dodge Chargers.

City Council recommended staff move forward with placing the replacement of four police vehicles on the June 17th council agenda for formal consideration by City Council.

Mobile Radar Trailer: Chief Ballard said the Department is in need of a mobile radar trailer capable of letting motorists know how fast they are going on our roads. He said \$7,500 was budgeted in the 2019 budget for the purchase of a radar trailer. The updated quote from Decatur came in at \$8,490 just over the budgeted amount.

City council recommended staff move forward with placing the purchase of a mobile radar trailer on the June 17th council agenda for formal consideration by City Council.

Finance Director said these are budgeted and approved projects for funding in the 2019 SPLOST Fund.

RedSpeed Service Agreement: Chief Ballard said I'm comfortable with moving forward with RedSpeed. I don't know if we will make it having the cameras operational by the first day of school, but GDOT will have speed limit changed in the school zones by then. He said the GDOT Speed Ordinance before you tonight is to authorize the change the speed limit in the school zones.

After a brief discussion, City Council recommended staff move forward with placing the RedSpeed agreement and GDOT speed ordinance on the June 17th council agenda for formal consideration by City Council.

Resolution, City Council Summer Schedule: City Manager said this resolution is to cancel the regularly scheduled council meeting on the first Monday of the month and only hold the regularly scheduled council meeting on the third Monday of the month during July, August and September.

City Council recommended staff move forward with placing the resolution on the June 17th council agenda for formal consideration by City Council.

Outsourcing Payroll to ADP: City Manager said currently the City's payroll function is spread out among five employees from two separate departments. This is inefficient and not cost effective. Most importantly this process is placing the City in jeopardy of being noncompliant with ever changing employment, federal, and state tax laws.

Outsourcing the City's payroll would benefit in the reduction of City staff overhead costs. Outsourcing payroll would streamline this process within the HR department and reduce the bi-weekly commitment of multiple Finance Department staff to the payroll task.

Employee satisfaction is another benefit. Employees will have access to their historical pay information electronically. This will reduce, if not eliminate, calls to HR or Finance staff for copies of their W-2 or pay stub when they are at a bank, etc. ADP offers a smart phone app that all employees can utilize to access their personal payroll information. Also, department heads and supervisors will be able to view all employees in their department, the hours they have worked, and schedule employees to help control overtime costs.

We will also be looking at changing our pay period to allow for more turnaround time for processing payroll. Currently, our pay period ends on Wednesday with payroll having to be processed by 2:00 p.m. on Thursday for employee's checks to be in the bank on Friday morning.

ADP (Automatic Data Processing, Inc.) is one of the top payroll outsourcing companies in the US. The monthly cost for the ADP system will be on the order of \$2,500 per month which is very affordable and can easily be absorbed into the City budget.

After a brief discussion, City Council recommended staff move forward with placing the item on the June 17th council agenda for formal consideration by City Council.

Mayor's Updates: Mayor Bethune the railroad needs to be notified that a section of the railroad tracks by the old BiLo's is sinking. Rosetta, Marcia, Debbie, and I attended the CMA meeting last Wednesday. In the overview that Chairman Al Scott gave on SPLOST, the cities of Pooler, Port Wentworth and Garden City would get a bump in SPLOST. He said I don't know how much of a bump we'll get. He said we haven't increased in population so I believe our bump may be because of our recreation projects that we are planning to fund with SPLOST. The County is supposed to be setting up meetings with the cities.

City Manager's Updates: City Manager said I feel the Woodlawn meeting on recreation went well.

Councilmember Ruiz said I don't agree that it went well. Residents are still expressing concerns.

City Manager said we did get information from the meeting that the consultant is looking at putting in the plan.

Mayor Bethune said I talked with a number of people they didn't seem opposed to it. There were some concerns about noise, it's not like having a football field there with bright lights, bands, etc.

City Manager said I don't consider the meeting a total loss. When you do anything in a community you can expect some opposition.

Councilmember Tice said the mobile home park on Highway 25 needs to be cleaned up. You can see it since the trees have been cut. Also, Jessica Auner's old house on Smith Avenue needs to be checked. Not sure what is going on there and if he has a bidding permit.

Adjournment: City Council unanimously adjourned the meeting at 6:35 p.m.

Transcribed and submitted by: Clerk of Council

Accepted and approved by: City Council 6/17/19



PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA

MONTHLY REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

Ron Alexander, Building Safety Director
100 Central Ave.
Garden City, Ga. 31405
(912-547-2972)

May 31, 2019

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1.0 MONTHLY REPORT

1.1 SPECIAL PROJECTS AND EVENTS

1.1.1 Events

New Business: The Garden City Town Center development continues, Phase One began in October 2018. The groundbreaking ceremony for the Tapestry Park Apartments was held on May 14th. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

Site Development plans are under review for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently undeveloped land. The project will involve the addition of five new buildings, each building will have eight 2 bedroom units.

Site Development plans continue under review for Roush Truck Center located at 38 West Chatham Court. The property is currently vacant. Roush will develop the lot for construction of a 30,000 SF warehouse and a paved parking lot in front of the building.

Site Development plans continue under review for the W8 Shipping expansion. As of January the W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8 Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion.

Site Development continued for the State Drug Testing Facility located at 24 West Chatham Court. In May the Vertical plans were approved and permits issued. The property is currently vacant. The proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area.

In May Site Development and Vertical permits were issued for the new Garden City Plaza located at 511 US Highway 80. The existing site contains an abandoned used car dealership. The project will involve the demolition of the existing structures to make room for the construction of a new convenience store building with leasable area.

In April the Site Development and Vertical plans were approved for construction of the new **Popeye's** Restaurant located at 4818 Augusta Road. The existing site consist of

undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping. **Permits will be issued after Popeye's** Project Management team completes selection of contractors.

Site Development continued for American 1 Logistics located at 1636 Dean Forest Road. The existing site contains a vacant single-family residence with a shop used for maintenance of vehicles. The project will involve the demolition of the residential structure. The maintenance shop will remain. The site will be redeveloped for a container drop yard with office space.

Site Development continued for Lot 7 of Centerpoint Intermodal Center on Sonny Perdue Drive. The Vertical construction is complete. The 248,000 SF building will have two tenant spaces one with 148,613 SF and the second space 99,196 SF. In April interior build out plans were received and permits issued for the 148,613 SF tenant space. In May interior build out plans were received and permits issued for the 99,196 SF tenant space.

Site Development construction continued for SOS Tire at 266 Alfred Street. SOS Tire located at 115 Kicklighter Way will be expanding their operations. This required Re-Zoning the property at 266 Alfred Street from C-2A to I-1. The Vertical construction continued of the 20,000 SF building that will have a waiting area, business area, shop area and storage/parts area. New FEMA Flood Insurance Rate Map (FIRM) effective on August 16, 2018 show 266 Alfred Street changing from a high risk flood area to a moderate risk flood area the owner request to build according to the regulations of the new flood zone. As of May this project is 90% complete.

Site Development and building construction continued for Pump-N-Go on Augusta Road. The Pump-N-Go will develop the lot to add pumping stations and renovate the existing structure to include a convenience store and tenant spaces. As of May this project is 90% complete.

During the month of May 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

1.1.2 SPECIAL PROJECTS

CRS. The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. To help the City of Garden City improve the **resident's** flood insurance rates and save money the **department will continue to review the City's activities to** make certain that this community is receiving credit for implemented activities noted in the CRS program.

PPI. The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

Housing Team. The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

1.1.3 New Businesses

NAME	PHYSICAL ADDRESS	BUSINESS TYPE
1. VIRTUOUS CLEANING SERVICE LLC	4309 AUGUSTA RD 53D	OFFICE FOR JANITORIAL SERVICE
2. PUPUSERIA SALVADORENA	109 MINIS AVE STE C-1	FULL SERVICE RESTAURANT
3. PURVIS EXTERIORS LLC	1335 LYNNAH AVE STE 108	ROOFING & SIDING CONTRACTOR
4. SOUTHEAST POWDER COATING INC	5578 A EXPORT BLVD	POWDER COATING
5. SAVANNAH SPORTS AND IMPORTS	5578 A EXPORT BLVD	USED CAR DEALER
6. PO ROLLERS CUSTOM SHOP	4107 A EIGHTH ST	TIRE SALES

1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

Monthly activity in Planning and Zoning services are as follows:

There were 3 action items on the agenda of the Planning Commission and 6 action items for the Board of Appeals for the hearing on 5-14-2019.

The meeting notes are as follows:

**Minutes
Board of Zoning Appeals/Planning Commission
May 14, 2019 - 6:00PM**

No meeting held.

1.3 BUILDING DEPARTMENT

During the month this office issued 38 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 95 onsite inspections associated with the permits issued. There has been approximately 90 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 50 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

The following are the totals for the month:

38 permits issued

95 inspections

90 plan reviews

50 meetings

Approximately 4 hrs. of in house and field training.

1.4 FIRE MARSHAL

During this reporting period there were approximately 60 onsite Fire Inspections of **Garden City's** jurisdictional properties and facilities. During the month there has been approximately 40 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

The following are totals for Fire Marshal activities for the month:

60 onsite inspections

40 plan reviews

Approximately 4 hrs. in house training and educational activities.

1.5 FLOODPLAIN MANAGEMENT

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve **the City's Community Rating System (CRS)** is ongoing during this month. Part of that process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

The following are totals for the month:

Approximately 30 related site inspections

Approximately 20 plan reviews

1.6 PHOTOGRAPHS



SOS Tire - Alfred Street



Southern Eagle Expansion - Highway 80



Spec Building 7 - Sonny Perdue Drive



Spec Building 7 - Sonny Perdue Dr



Tapestry Park Groundbreaking



Tapestry Park Groundbreaking

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 6/17/2019

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of May and all project related information is current as of 5/31/2019.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – May 2019**

Operations & Maintenance

Public Works personnel **completed** 19 **Resident Requests**, making 140 **Work Orders** for the month of May. ***They included:***

Storm Drainage:

- Ditch Maintenance (Backhoe): 5,335 feet
- Canal Maintenance (Kubota Sidecutter): 2 miles (out of service for most of the month)
- Underground stormwater utility point repairs: 0 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$3,998 for 3rd party street/asphalt repairs (Smith, Export, Lynn, Anford, Nelson)
- About 1,941 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: Old Buckhalter, Burgess, Beasley, Airport Park, Deloach, Davis
- Minor pothole/asphalt repair by staff

Street Sweeping:

- 0 miles (Sweeper out for repairs)

Signs & Markings:

- 19 Knockdowns/replacements/cleaned/new (Old Louisville & Biscuit Hill, Kessler, Heidt, Quinney for GCPD; Kessler & Hwy 80, Pineland, Rommel, Tennyson Holder, 3rd Street, Griffin, posts at 1st Street parking lot)

Street Lights:

- 0 Street light outage/replacements (Reported to Georgia Power)
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 4.74 Tons Collected Total Mixed Dry Trash (\$65.20 / ton)
- 66.01 Tons Collected YTD taken to Savannah Regional Landfill
- 0 Truckloads Dry Trash taken to Savannah Inert Landfill
- 0 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

- \$0 spent for tree removal, tree trimming, and debris removal. (3rd Party)

Other:

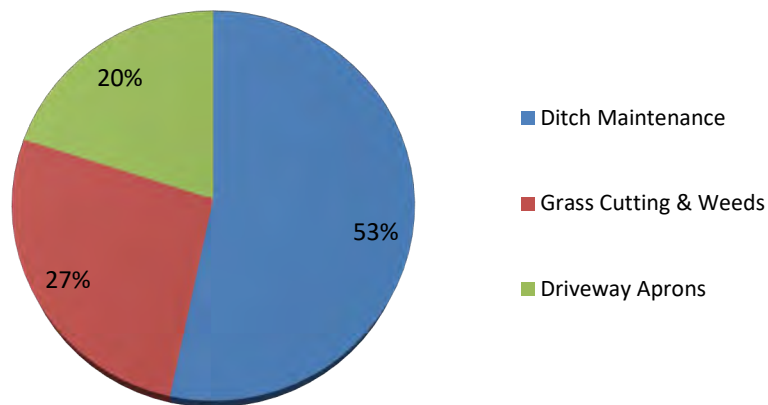
- Preparation work by the PW crew for the Town Center ground breaking ceremony
- PW representation at the Garden City Housing Fair

Fleet Maintenance

During the month of **May**, the Shop serviced and/or repaired **55** city vehicles/apparatus & equipment for a current annual total of **295**.

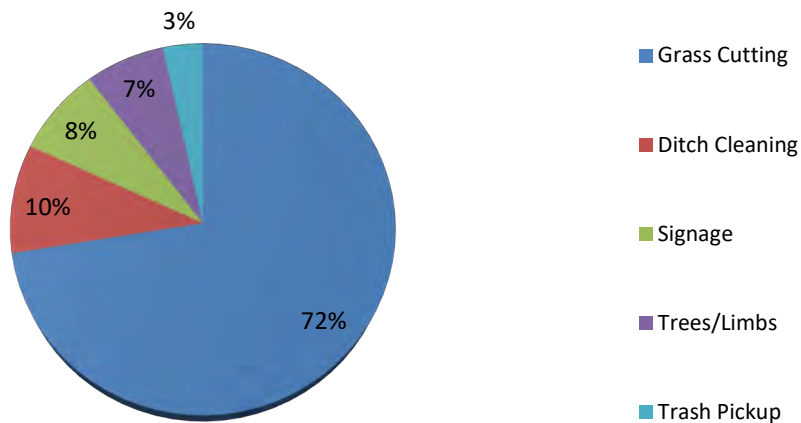
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a **“Service Request”** is generated. This builds a computerized record of all requests made.

May's Top Service Requests



Work Order – A **“work order”** is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

May's Top Work Order Types



Summary – May 2019

Water Operations & Maintenance

133 **Service Orders** were received, and >>>>>>>> 32 **Work Orders**
_____ Water/Sewer crews handled **165** total.
for the month of May . They included:

Water: 28 Work Orders

- **Produced** 30.309 Million gallons of drinking water per day.
- **Hydrant Services**
 - 0 Hydrant Replacements
 - 0 Hydrant Repairs
- **Water Line Services**
 - 7 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 10 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 152 Located services (Marking for new gas mains and services, and other projects on Main, Harrell, Byck, Chatham Parkway, and all of Town Center. Some major project work will continue into June.)
 - 2 Valve Replacements
 - 3 Valve Installations
 - 82 Water Cut-Ons
 - 79 Reconnects– Delinquent Water Bills
 - 51 Water Cut-Offs
- **Meter Services**
 - 4 Meter and MXU investigations
 - 5 Maintenance services
 - 9 Meter and MXU replacements
 - 78 City initiated Re-Reads
 - 1 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.

Sewer: 4 Work Orders, including

- ***Sewer Cleanout Services***
 - 1 Repairs
 - 0 Replacements
- ***Gravity Main Services***
 - 0 Inspections
 - 1 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 2 Blockages Cleared
 - 1 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 0 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 0.9 MGD.
- There were no violations of the Garden City NPDES permit or on the MORs for the month.
- The water system withdrew a total of 30.309 MGD and used 0.448 MG from Savannah I & D (Town Center Water System).
- During the month 18,614 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 06-11-19

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of May 2019.

Prepared by: Angela S. Zipperer
Title: Executive Assistant to
Gilbert C. Ballard
Chief of Police

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – May 2019
Operations**

Calls for Service

There were a total of 2,674 calls for service in the month of April 2019, for a total of 13,270 calls for service year to date.

Current month's calls included:

Offenses:

Aggravated Assault	3 (DVA)	Burglary	2
Robbery	0	Larceny	26
M.V. Theft	4	Narcotics	7
Rape	0	Murder	0
All Others	2,581	Accidents	53

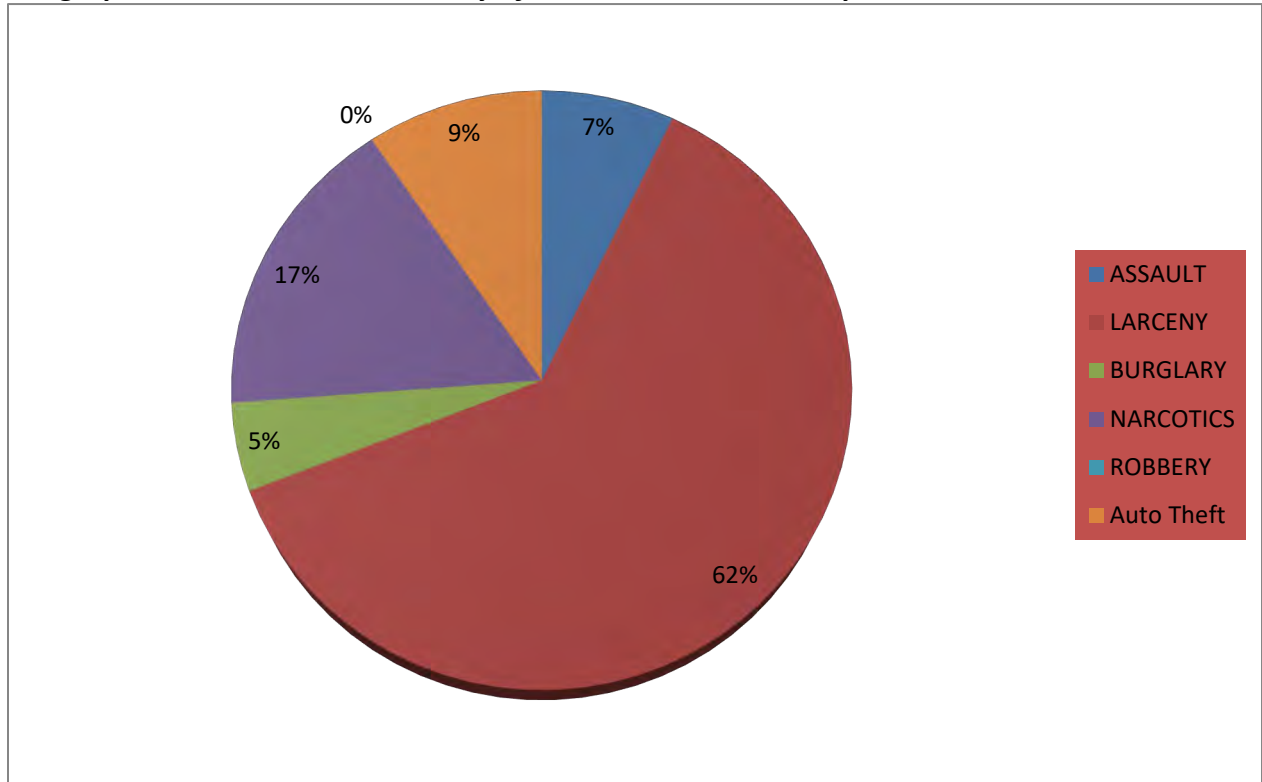
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests/Charges*** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests/Charges		Juvenile Arrests/Charges	
87	193	0	0

The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.



Current Month's Top 6 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Campbell District 3</i>	<i>Cody District 4</i>	<i>Tice District 5</i>
Assault	0	1	0	1	1
Larceny	4	4	6	1	11
Burglary	0	1	1	0	0
Narcotics	3	2	1	0	1
Robbery	0	0	0	0	0
Auto Theft	2	1	1	0	0

Traffic Violations

There were a total of 1,436 traffic violations during the month of May 2019. ***They included:***

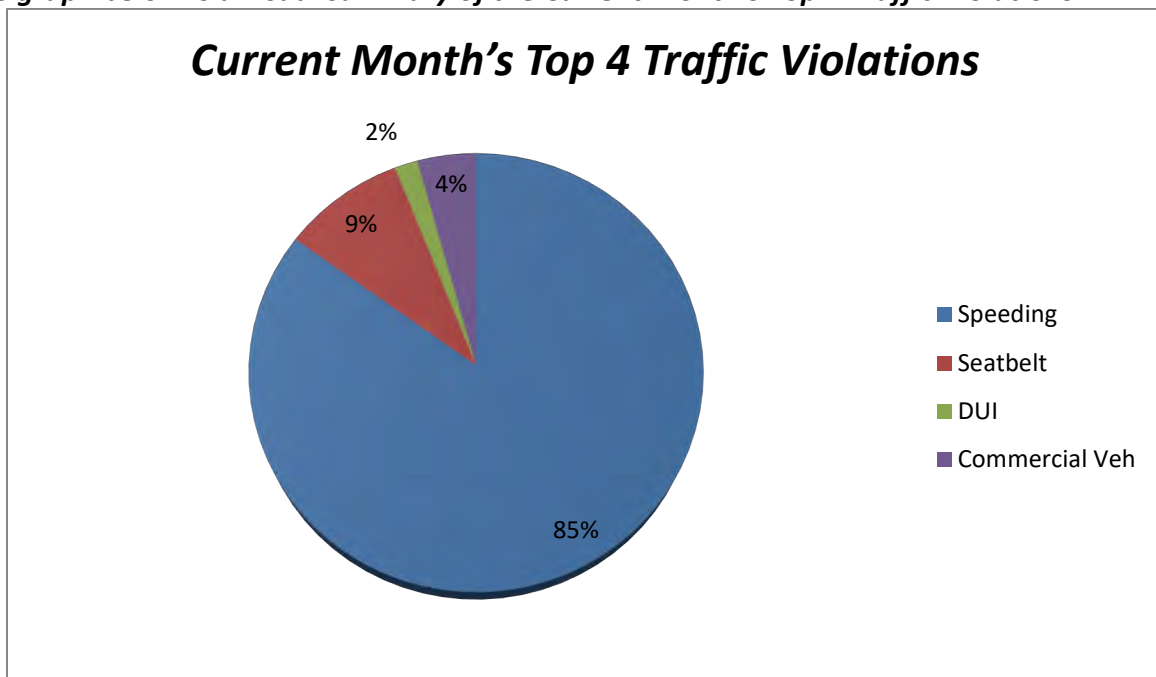
Traffic Citations Issued

Traffic Accidents	25	Fatalities	0
Written Warnings	305	Speeding Violations	453
Seat Belt Violations	48	Miscellaneous Citations	573
DUI's	9	Total Citations	1,436

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued	6
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The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.



Code Enforcement

Dates for this summary are May 2019

Cases in Compliance	92
Illegal Signs Removed:	24
Property/Violation Re-inspection's	379
Properties Maintained in Lieu of Liens	16
Notice of Violations Issued	126
Court Cases Pending	3
Vehicles Tagged for Tow	13
Vehicles Removed/Remediated by or 3 rd Party	9
Vehicles Towed	4
Roll-out Cart Violations	4
Business License Inspections	1

Municipal Court Summary

During the month of May 2019 the Garden City Municipal Court handled 1,200 cases for a current annual total of 4,845 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	784
➤ Total Traffic Citations and Criminal Cases passed to another court date	277
➤ Cases issued probation	139

Training

During the month of May 2019, police personnel reported a total of 264 hours of training resulting in an average of 7.13 hours of training per Officer. Some of the special training classes the officers attended and the Garden City Police hosted these classes during the month of May 2019 were: ARIDE, Advanced Roadside Impaired Enforcement and DUI Detection & Standardize Field Sobriety. Two supervisors completed the Professional Management Program course.

Items of Interest for May 2019

- **The Garden City Police Department hosted :Cops at Bus Stops” on May 2, 2019 in Nassau Woods**
- **The Chief attended a “Stop the Violence” meeting on May 4, 2019 at the Garden City Gym**
- **The Garden City Police Department hosted “Chat with a Cop” at Gould Elementary School on May 7, 2019**
- **The Garden City Police Department hosted :Cookies with a Cop” at McDonald’s on May 16, 2019**
- **The Garden City Police Department participated in the “Police Memorial Day” services in Savannah on May 24, 2019**
- **The Garden City Police Department participated in the ‘Savannah Mile Run” on May 25, 2019 hosted by the 200 Club of Savannah**

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** June 12, 2019

SUBJECT: *Fire Department May 2019 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of May of 2019, and all related information is current as of June 12, 2019.

Prepared by: Jennifer Scholl
Title Executive Assistant to
 Corbin Medeiros
 Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in May of 2019

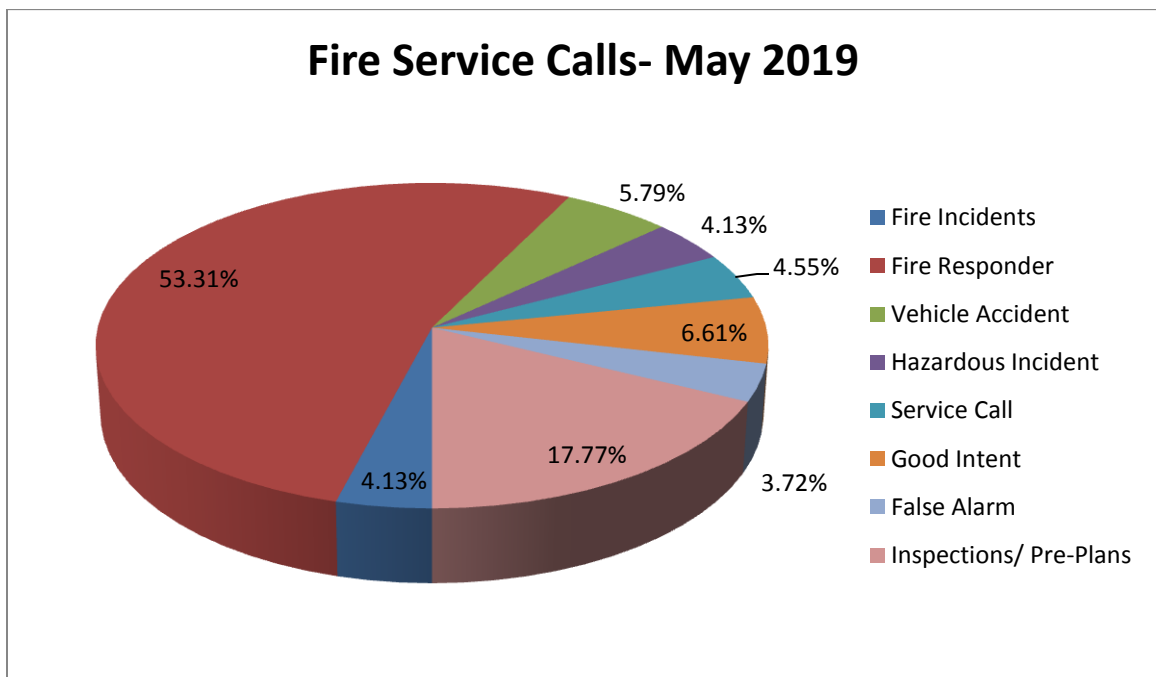
There were a total of 301 calls for service in the month of May, 2019, for a total of 1,087 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	6	Good Intent	15
Fire Responder	146	False Alarm	15
Vehicle Accident	15	Service Call	6
Hazardous Incident	3	Inspections/ Pre-Plan	95

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In May fire personnel reported a total of 243.98 hours of training resulting in an average of 18.77 hours of training per Firefighter.

Arson Investigation Level I

Chief Medeiros completed Arson Investigation, Level I at the GPSTC campus in Forsyth, and has successfully achieved his state certification in this area.

GA Fire Safety Educator

Sergeant Joe Tse completed GA Fire Safety Educator at the GPSTC campus in Forsyth, and has successfully achieved his state certification in this area.

Georgia Fire Inspectors Association Training

Assistant Chief Lewis attended Georgia Fire Inspectors Association Training which was held in Macon, GA.

Stop the Bleed/ Narcan Training

GCFD personnel conducted Stop the Bleed/ Narcan Training for personnel of the Garden City Public Works staff.

Meeting with Local Departments

- During the month of May, Assistant Fire Chief Lewis attended the CCEMS Advisory Council meeting.
- Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Department and Rincon Fire Department.

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of March, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

ORDINANCE NO. 2019-

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR GARDEN CITY, GEORGIA, AS AMENDED, TO AMEND SECTION 78-3 AND ARTICLES I AND II OF APPENDIX B WHICH IS INCORPORATED THEREIN BY REFERENCE, TO RATIFY AND RE-DESIGNATE THE SPEED LIMITS FOR STREETS OR PORTIONS OF STREETS WITHIN THE CITY; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained that the Code of Ordinances for Garden City, Georgia, as amended, be amended as follows:

Section 1: That Section 78-3 of the Code of Ordinances of Garden City, Georgia, entitled "Speed Limits" is hereby amended by substituting the attached Article I and Article II for the current Article I and Article II in Appendix B of the Code which is incorporated into said Code Section for the purpose of ratifying and re-designating the speed limits for streets or portions of streets within the City.

Section 2: This Ordinance shall become effective on the date of passage.

Section 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ADOPTED this 17th day of June, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this 17th day of June, 2019.

DON BETHUNE
Mayor

Read first time:

Read second time and passed:

ARTICLE I. SPEED LIMITS FOR ON-SYSTEM HIGHWAYS

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
21	GARDEN CITY	0.09 mi. north of CR 717 Allen Blvd.(S. Garden City Limits)	6.99	0.02 mi. north of S.R. 307(N. Garden City Limits)(S. Port Wentworth City Limits)	9.81	2.82	45
21 * SCHOOL ZONE *	GARDEN CITY Robert W. Groves High School & Mercer Middle School	0.02 mi. north of S.R. 21 Spur	7.92	0.03 mi. north of CS 59101 Rommel Ave.	8.66	0.74	30
21 Spur	GARDEN CITY	S.R. 21	0.00	0.38 mi. north of S.R. 21 (N. Garden City Limits)	0.38	0.38	35
25 U.S. 17	GARDEN CITY	S.R. 307 (S. Garden City Limits)	6.73	0.04 mi. south of CR 55 Azalea Dr. (N. Garden City Limits)	8.31	1.58	45
25 U.S. 17 * SCHOOL ZONE *	GARDEN CITY Gould Elementary School	0.10 mi. south of CR 53 Fall Ave.	8.09	0.10 mi. north of CR 53 Fall Ave.	8.29	0.20	25
25 U.S. 17	GARDEN CITY	<i>This segment of roadway runs common with S.R. 21 from M.P. 14.38 (S. Garden City Limits) to M.P. 14.60 at SR 26 Connector.</i>					
25 U.S. 17	GARDEN CITY	S.R. 26 Conn.	14.60	0.20 mi. S. S.R. 21 Spur	15.14	0.54	45
25 U.S. 17	GARDEN CITY	0.20 mi. S. S.R. 21 Spur	15.14	0.01 mi. north of S.R. 307(N. Garden City Limits)(S. Port Wentworth City Limits)	16.73	1.59	35
26 U.S. 80	GARDEN CITY	0.01 mi. east of S.R. 307(E. Savannah City Limits)(W. Garden City Limits)	8.63	CS 569 Alfred St.	11.61	2.98	45

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
26 U.S. 80	GARDEN CITY	CS 569 Alfred St.	11.61	0.08 mi. east of CS 503 3 rd St. (E. Garden City Limits) (W. Savannah City Limits)	12.03	0.42	35
307	GARDEN CITY	S.R. 25/US 17 (S. Garden City Limits)	0.00	S.R. 404 (I-16) (N. Garden City Limits) (S. Savannah City Limits)	2.43	2.43	45
307	GARDEN CITY	0.08 mi. north of CS 1500 Robert Miller Rd. (S. Garden City Limits) (N. Savannah City Limits)	6.67	0.32 mi. south of CS 602 Export Blvd. (N. Garden City Limits) (S. Savannah City Limits)	6.83	0.16	45
307	GARDEN CITY	0.17 mi. south of CS 602 Export Blvd. (N. Savannah City Limits) (S. Garden City Limits)	6.98	S.R. 21 (N. Garden City Limits)	7.47	0.49	45

SCHOOL ZONES ARE EFFECTIVE

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time

SCHOOL DAYS ONLY.

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time –
SCHOOL DAYS ONLY.

ARTICLE II. SPEED LIMITS FOR OFF-SYSTEM HIGHWAYS

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Airport Park Dr.	GARDEN CITY	Dean Forest Rd.	Dead End	0.30	25
Azalea Ave.	GARDEN CITY	Camellia Ave.	Ansford Dr.	0.50	30
Big Hill Rd.	GARDEN CITY	SR 21	Dead End	1.00	30
Brampton Rd.	GARDEN CITY	SR 21	Main St.	0.30	35
Bunger Rd.	GARDEN CITY	Telfair Rd.	I-16 overpass	0.40	35
Burnsed Ave	GARDEN CITY	SR 26	Main St.	0.30	35
Camellia Ave	GARDEN CITY	Nelson Ave.	Azalea Ave.	0.30	30
Chatham Parkway	GARDEN CITY	I-16	SR 26	1.23	45
Chatham Villa D.	GARDEN CITY	SR 21	Byck Ave.	0.40	25
Cooper Ave.	GARDEN CITY	Oglesby Ave.	Priscilla Thomas Way	0.20	30
Davis Ave.	GARDEN CITY	8 th St.	Dead End	0.80	25
Fall Ave.	GARDEN CITY	SR 25	Pineland Dr.	0.20	25
Governor St.	GARDEN CITY	Talmadge Ave.	Griffin Ave.	0.40	30
Griffin Ave.	GARDEN CITY	SR 26	Old Louisville	0.40	30
Heidt Ave.	GARDEN CITY	SR 26	Old Louisville Ave	0.40	30
Kessler Ave.	GARDEN CITY	Old Louisville Rd.	SR 26	0.60	35
Kessler Ave. * SCHOOL ZONE *	GARDEN CITY Garden City Elementary	600 ft. W. of School Entrance	600 Ft. E. of School Entrance	0.20	25
Louisville Rd.	GARDEN CITY	SR 307	Kessler Ave.	1.67	35
Louisville Rd.	GARDEN CITY	Kessler Ave.	Heidt Ave.	0.65	35
Minus Ave.	GARDEN CITY	SR 25	0.80 Mi. W. of SR 25	0.80	30
Nelson Ave.	GARDEN CITY	Azalea Ave.	SR 25	0.60	30
Oak St.	GARDEN CITY	SR 21	Dead End	0.30	25
Old Dean Forest Rd.	GARDEN CITY	Airport Park Dr.	Dead End	0.40	25
Pineland Dr.	GARDEN CITY	Salt Creek Rd.	Dead End	1.01	25
Pineland Dr. * SCHOOL ZONE *	GARDEN CITY Pineland Christian Academy	0.15 mi S. of Fall Ave.	0.05 mi N. of Pineland Ave.	0.20	25
Prosperity Dr.	GARDEN CITY	SR 307	Dead End	0.30	25
Rommel Ave.	GARDEN CITY	SR 21	SR 25	1.00	30
Russell Ave.	GARDEN CITY	SR 21	Nelson Ave.	0.30	30
Salt Creek Rd.	GARDEN CITY	SR 25	Dead End	1.60	30
Sharon Park Dr.	GARDEN CITY	SR 26	Old Louisville	0.40	30
Silk Hope Rd. S	GARDEN CITY	Salt Creek Rd.	Dead End	0.20	25
Smith Ave.	GARDEN CITY	SR 21	SR 25	1.00	30
Sparkman Dr.	GARDEN CITY	SR 21	Dead End	0.40	30
Sunshine Ave.	GARDEN CITY	SR 307	Dead End	0.20	25
Talmadge Ave. N	GARDEN CITY	SR 26	Old Louisville	0.50	30
Talmadge Ave. S	GARDEN CITY	SR 26	Dead End	0.20	25
Telfair Rd	GARDEN CITY	Chatham Pkwy.	0.20 mi. N. Chatham Pkwy.	0.20	25
Telfair Rd.	GARDEN CITY	0.20 mi. N Chatham Pkwy.	Tremont Rd.	0.75	35
Telfair Place Rd.	GARDEN CITY	Telfair Rd.	Chatham Pkwy.	0.44	25
Telfair Place Rd.	GARDEN CITY	Chatham Pkwy.	Dead End	0.28	25
Third St.	GARDEN CITY	Minus Ave.	SR 26	0.50	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Tremont Rd.	GARDEN CITY	Telfair Rd	I-16 Overpass	0.30	35
Tower Dr.	GARDEN CITY	Pineland Dr.	SR 25	0.20	25
Town Center Dr	GARDEN CITY	SR 307	Sunshine Ave.	0.40	25
Varnedoe Ave.	GARDEN CITY	Rommel Ave.	SR 21	0.30	30
Wheathill Rd.	GARDEN CITY	SR 21	Garden City W. City Lmt.	1.60	30
Woodlawn Ave.	GARDEN CITY	Talmadge Ave.	Dead End	0.20	25
4 th Street	GARDEN CITY	SR 16	Oak St.	0.30	25
5 th Street	GARDEN CITY	Oak St.	Dead End	0.90	25
6 th Street	GARDEN CITY	SR 26	Dead End	0.30	30
13 th Street	GARDEN CITY	Tallmadge Ave.	Griffin Ave.	0.20	30

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, that the City Manager be authorized to enter into the following facility encroachment agreement with CSX Transportation, Inc., in the form which is attached hereto and made a part of this resolution:

1. Agreement numbered CSX-887557ø, between CSX Transportation, Inc., and Garden City, Georgia, covering the installation and maintenance of a 4-inch diameter subgrade pipeline running along Nelson Avenue and crossing Bishop Avenue and the CSX right-of-way crossing, the purpose of which being to convey raw treated sewerage at or near Garden City, Georgia, Florence Division, Charleston Subdivision, Milepost A-490.28, Latitude N32:06:38, Longitude W81:08:57.

ADOPTED this _____ day of June, 2019.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this _____ day of June, 2019.

DON BETHUNE, Mayor

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of June 3, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and GARDEN CITY, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 100 Central Avenue, Garden City, Georgia 31408, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) ten inch (10") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Garden City, Chatham County, Georgia, Florence Division, Charleston Subdivision, Milepost A-490.28, Latitude N32:06:38., Longitude W81:08:57.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

9.1 With respect to the relative risk and liabilities of the parties and Licensee's Contractor, Licensee shall agree as follows:

(A) To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to assume any and all liability, loss, claim, suit, damage, charge or expense on account of death of or injury to any person whomsoever

(including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with any act, error, or omission of its employees or officials made in connection with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

(B) Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

(C) To the extent it is tortiously liable therefor pursuant to State law, Licensee assumes all responsibility for any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities and for any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

(D) To the extent it is tortiously liable therefore pursuant to State law, Licensee assumes all responsibilities for any act, error, or omission of its employees, or officials in the course and scope of their employment.

(E) Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

(F) The assumption of risks and liability obligations of Licensee under this Agreement shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.2 With respect to the relative risk and liabilities of the parties and Licensee's Contractor, Licensee shall require its Contractor to agree as follows:

(A) To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee's Contractor shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor),

and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with any act, error, or omission of its employees or agents made in connection with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

(B) Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Licensee's Contractor shall expressly assume all risk of loss and damage to its property, Licensee's Property (as defined in 9.1(B)) or the Facilities in, on, over or under the Encroachment.

(C) Obligations of Licensee's Contractor hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.3 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee or Licensee's Contractor may be responsible hereunder, in whole or in part, Licensee, or licensee's Contractor (as the case may be), shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee or its contractor shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

10.2 If the existing CGL policy(ies) of Licensee or its contractor do(es) not automatically cover contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee or Licensee's contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee or Licensee's contractor shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk of Licensee or Licensee's contractor.

10.3 Licensors, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensors's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and J 0.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, in the form of membership in the Georgia Interlocal Risk Management Association, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law. Further, it is expressly provided that Sections 10.1 and 10.2 will not pertain to Licensee only during the term of this Agreement.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors

shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the

Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 912-660-1216.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any

deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall

have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

GARDEN CITY

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

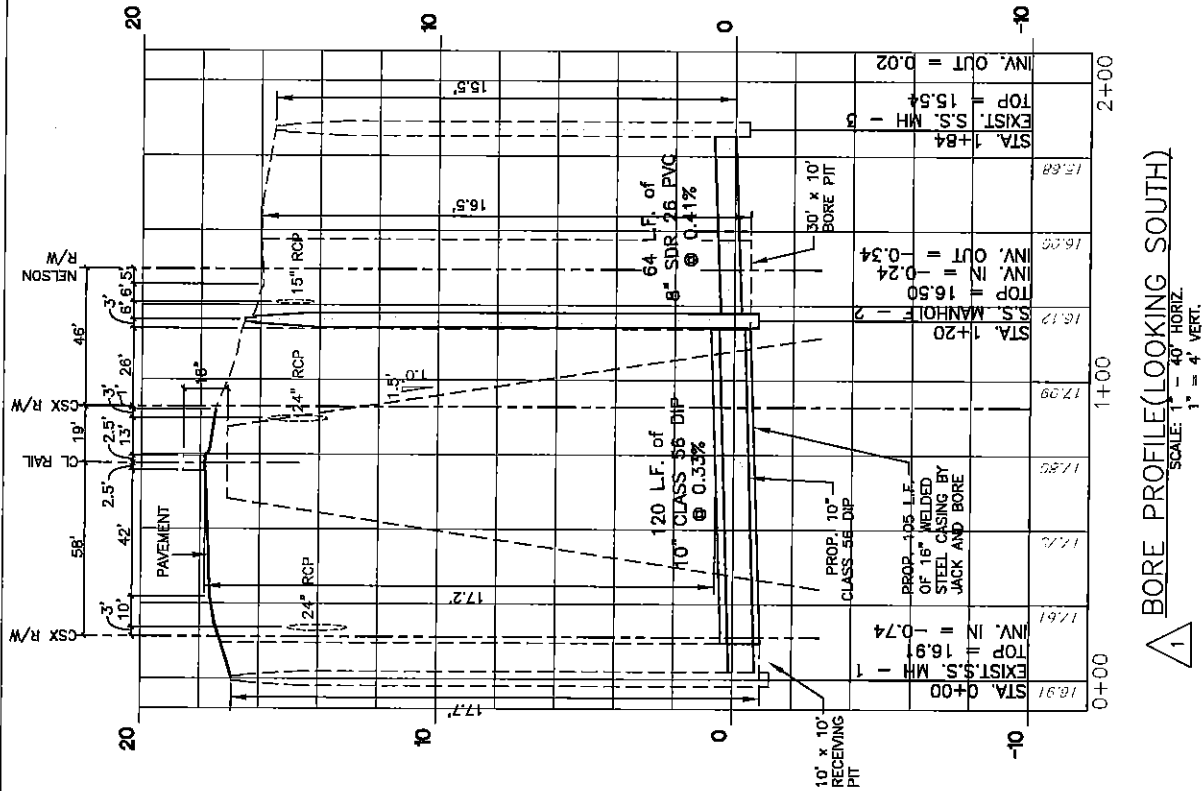
Authority under Ordinance or

Resolution No. _____

Dated _____

CSX Transportation (CSX) General Notes (Bore and Jack):

- 1) CSX owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensor within a time frame mutually agreed.
- 2) CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA Standard Specifications are met for tracks owned by others over which CSX operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.
- 3) Refer to the CSX's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2 Bore and Jack (Steel Pipe) and "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016.
- 4) CSX's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 5) No entry or construction on CSX's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 6) Front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.
- 7) Operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- 8) In the event an obstruction is encountered, auger and cutting head arrangement shall be removable from within the pipe.
- 9) If bottom of the pit excavation(s) intersect the TREL, interlocking steel sheet piling, driven prior to excavation, must be used. Design plans and computations, sealed by a Licensed Professional Engineer, for steel sheet piles must be provided prior to construction for review and approval.
- 10) At locations where open cut is permitted on CSX's right-of-way and/or railroad corridor, contractor must comply with CSX's D&C Standard Specifications section 4.1.7 Open Cut. Please reference this guidance for instructions on restoring site.
- 11) Manholes shall not be located on CSX's property where possible. At locations where this is not practical, including longitudinal occupancies, manholes shall be precast concrete sections conforming to ASTM Designation C 478, "Specification for Precast Concrete."
- 12) Pipeline encroachment shall be prominently marked at both sides of the CSX's property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSX's D&C Standard Specifications.
- 13) If required, a dewatering plan in accordance with CSX's D&C Standard Specifications will be submitted to the CSX representative for review and approval prior to any dewatering operations.
- 14) Blasting is not permitted on CSX's property.
- 15) Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand, or other methods, as approved by CSX. Abandoned manholes and other structures shall be removed to a minimum depth of 2 feet below finished grade and completely filled with cement grout, compacted sand, or other methods as approved by CSX.
- 16) CSX does not grant or convey an easement for this installation.



CSX PIPELINE SPEC. REFERENCE	PIPELINE CONTENT DETAILS			
	COMMODITY DESCRIPTION:	SANITARY SEWER	CARRIER PIPE	CASING PIPE
	MAXIMUM OPERATING PRESSURE: 0 PSI	NO	CLASS 58 DIP	STEEL
	IS COMMODITY FLAMMABLE:	NO	AWWA C151	ASTM A139 GRADE B
			42,000 PSI	35,000 PSI
			11.10"	16"
			0.47"	0.281"
			CENTRIFUGALLY CAST	SEAMLESS
			BELL & SPIGOT	WELDED
			TUNNEL LINER PLATES REQUIRED	NO
			CATHODIC PROTECTION	NO
			PROTECTIVE COATING	EXT. ASPHALTIC/INT. CHNT
			TEMP. TRACK SUPPORT OR RIP-RAP REQ.	NO

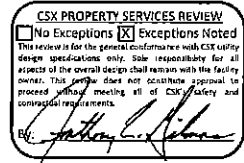
NOTES:

REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.

BORING OPERATION SHALL BE PROGRESSED ON A 24 HOUR BASIS WITHOUT STOPPAGE OR UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.

THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.

Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand, or other methods, as approved by CSX



GMC

8120 Powers Ferry Road NW, Suite 350
Atlanta, GA 30339
T 770.932.3461
GMC@GMCWORK.COM

CSX TRACKING NO. 1028480
GMC # GMRCSA/150023
05/16/2019
DRAWN BY: DS

SANITARY SEWER RE-ALIGNMENT
GARDEN CITY CHATHAM COUNTY, GA
CSX R/L AT NELSON AVE AND BISHOP AVE
SHEET 2 OF 2

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase four (4) Dodge Chargers to be used as police vehicles for the total purchase price of \$91,089.00 in order to meet the public safety needs of its police department; and,

WHEREAS, the purchase of the above-mentioned vehicles has been identified as an approved capital outlay item in the City's 2019 budget in the amount of \$160,000.00, and,

WHEREAS, the Chief of Police, having solicited bids for the purchase of the vehicles, received the attached proposal of Butler Dodge of 1555 Salem Road, Beaufort, South Carolina 29902, to sell the vehicles to the City in the amount of \$91,089.00 which he has determined to be the lowest and most responsible proposal, said price being within the range of pricing set forth in the Georgia Mandatory Statewide Contract for police vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the attached proposal of Butler Dodge to sell to the City the four (4) Dodge Chargers as described therein be accepted and that the City Manager be authorized to sign the purchase contract or purchase order for the vehicles as well as all other documents associated therewith in the name of the City.

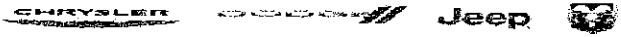
ADOPTED AND APPROVED this 17th day of June, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 17th day of June, 2019.

DON BETHUNE, Mayor

Butler



1555 SALEM RD, BEAUFORT S.C. 29902
(843) 522-9696

3/14/2019

Buyer:	Garden City Police Dept
	100 Central Avenue
	Garden City I GA 31405
	Attn: Capt Joe Papp
Phone:	912-704-0619
Fax:	

Cell:	
Phone:	
Fax:	

Make:	Dodge
Model:	Charger V8 Police Pkg RWD
Year:	2019
Color:	Pitch Black
VIN:	t/b/d
Stock #:	t/b/d
Mileage:	

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	\$37,360.00
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Sale Price	\$22,893.00
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Options Included		
5.7L V8 HEMI MDS VVT Engine	5-Speed Auto Transmission	included in price
Cloth Front/Vinyl Rear Seat	Vinyl Flooring Throughout	included in price
Black Steel Wheels w/Chrome Cap	Full Size Spare/Equip Mounting Bracket	included in price
Drivers Side Spotlight LED	AHM - Convenience Group	included in price
ParkView Rear Back-up Camera	Fleet Park Assist Group	No Charge
Fleet Safety Group	6 Additional Keys	included in price
Options Total		\$0.00

Sub Total	\$22,893.00
DOC	
Tag	
3% Tax (SC)	
FOB BEAUFORT, SC	
Balance Due	\$22,893.00
Balance Due for 3 Vehicles	\$68,679.00

Manager Tina Neill **Customer** _____

Insurance Information	
Agency Name and Address:	
Policy No:	Phone No:
Insurance Company:	

1555 SALEM RD, BEAUFORT S.C. 29902
(843) 522-9696

Buyer:	Garden City Police Dept		
	100 Central Avenue		
	Garden City	GA	31405
	Attn: Capt Joe Papp		
Phone:	912-704-0619		
Fax:			

Cell:	
Phone:	
Fax:	

Make:	Dodge
Model:	Charger V8 Police Pkg RWD
Year:	2019
Color:	Pitch Black
VIN:	t/b/d
Stock #:	t/b/d
Mileage:	

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	\$36,625.00
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Sale Price	\$21,910.00
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Options Included		
5.7L V8 HEMI MDS VVT Engine	5-Speed Auto Transmission	included in price
Street Appearance Package	Cloth Seats/Carpet Flooring	included in price
18" Wheel Covers	Full Size Spare	included in price
ParkView Rear Back-up Camera	Fleet Park Assist Group	No Charge
Fleet Safety Group		\$ 350.00
6 Additional Keys		\$ 150.00
Options Total		\$500.00

Sub Total	\$22,410.00
DOC	
Tag	
3% Tax (SC)	
FOB BEAUFORT, SC	
Balance Due	\$22,410.00

Manager Tina Neill

Customer

Insurance Information			
Agency Name and Address:			
			Phone No.:
Policy No.:			Insurance Company:
Comp.:		Collision:	Effective Dates:

GARDEN CITY RESOLUTION

WHEREAS, Garden City Police Department has a need to purchase a mobile radar trailer capable of informing motorists of their speed and also capable of tracking traffic data; and,

WHEREAS, the City's current need for such equipment is time-sensitive in that the trailer will be first used in the Smith Avenue and Rommel Avenue area during the impending closure of Main Street when the traffic volume in such area will be substantially increased; and,

WHEREAS, the purchase of the above-mentioned mobile radar trailer has been identified in the City's 2019 budget at a line item amount of \$7,500.00; and,

WHEREAS, the City has obtained the attached price quote of \$8,490.00 from MS Martin Enterprises, Inc., of 1319 Sacandaga Road, West Charlton, New York 12010, for a Decatur OnSite 399 MX mobile radar trailer manufactured by Decatur Electronics, which manufacturer also produces the radar boxes which the City currently uses without incident; and,

WHEREAS, the Chief of Police has recommended that the City accept the above-mentioned price quote of MS Martin Enterprises, Inc., and execute a purchase contract or purchase order for the mobile radar trailer described therein at such price which he has deemed to be both fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the attached price quote of MS Martin Enterprises, Inc., to sell the City one (1) Decatur OnSite 300 MX mobile radar trailer for the amount of \$8,490.00 be accepted, and that a purchase contract or purchase order for the trailer be executed by the City.

BE IT FURTHER RESOLVED, that the City's 2019 budget be amended to reflect the difference between the actual and budgeted price for the radar trailer.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the purchase contract or purchase order for the radar trailer as well as all other documents associated therewith in the name of the City.

ADOPTED AND APPROVED this 17th day of June, 2019.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this 17th day of June, 2019.

DON BETHUNE, Mayor

M S Martin Enterprises, Inc.
Master Distributors
1319 Sacandaga Rd.
West Charlton, NY 12010
8018789592
emily@msmpublicsafety.com

Estimate



ADDRESS
Cpl. Shane Glasco
Garden City GA Police Dept.
100 Central Ave.
Garden City, GA 31405

SHIP TO
Cpl. Shane Glasco
Garden City GA Police Dept.
100 Central Ave.
Garden City, GA 31405

ESTIMATE #	DATE	EXPIRATION DATE
2096	06/03/2019	06/30/2019

SALES REP
MM

ACTIVITY	QTY	RATE	AMOUNT
Onsite:Onsite 300MX; DEIW OnSite 300MX Speed Trailer with Display Messaging, White LEDs, fully assembled. Standard with 2 deep-cell batteries for power.	1	6,825.00	6,825.00
EZ Stat S792-625-0 EZ Stat Traffic Data Collector OPTIONAL ITEM	1	595.00	595.00
P792-39RB 1PR. OR RED / BLUE WARNING LIGHTS OPTIONAL ITEM	1	190.00	190.00
SUBTOTAL			7,610.00
SHIPPING			880.00
TOTAL			\$8,490.00

Accepted By

Accepted Date

Authorized Decatur Electronics Distributor

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to replace the Police Department's forty-one (41) Motorola portable radios which are outdated after being in service for over twelve years, and which are currently unable to adequately meet the public safety needs of the Police Department; and,

WHEREAS, the purchase of comparable Motorola portable radios together with the customary accessories has been identified as an approved capital outlay item in the City's 2019 budget in the amount of \$235,360.44;

WHEREAS, the Chief of Police has recommended that the City accept the attached proposal of Savannah Communications, the sole source vendor for Motorola equipment in the Chatham County area, to sell the City forty-one (41) replacement portable radios and accessories for the price of \$223,540.47 which includes a credit in the amount of \$22,204.00 being given for the City's trading-in of the forty-one (41) outdated portable radios;

WHEREAS, the Chief has informed the City that his police force has become accustomed to, and are satisfied with, using the Motorola brand radios, and that the attached offer of Savannah Communications constitutes the lowest and most responsible sales proposal for replacing the Department's forty-one (41) Motorola portable radios with updated radios of the same brand;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the City accept the attached proposal of Savannah Communications Inc., to sell the City forty-one (41) replacement Motorola portable radios as described therein together with the customary accessories in the amount of \$223,540.47, in return for the City's trading-in the Police Department's forty-one (41) outdated portable radios for which the City receives a credit in the amount of \$22,204.00 already included in the purchase price.

BE IT FURTHER RESOLVED that the City Manager be authorized to sign any purchase agreement or purchase order for the radios as well as all other documents associated therewith in the name of the City.

ADOPTED AND APPROVED this 17th day of June, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 17th day of June, 2019.

DON BETHUNE, Mayor



MOTOROLA

DATE: 5/21/2019

TO: The City of Garden City
ATTN: CHIEF Gilbert Ballard
100 Central Avenue
Garden City, GA 31405

PHONE: 912-656-2813
REF GA CONTRACT 980-280008

Wade Britt
Senior Account Manager
PO Box 7328/11 Minus Avenue
Garden City, GA 31408
912-667-7777
912-964-1479

FOB DESTINATION		CONTRACT TERMS NET 30		Description or Specification		MSRP		DN Unit Price		Total Price	
Quantity	Model Number										

APX 6000 Portable Configured for Garden City PD

41	H98UCF9PW6BN	APX 6000 700/800 MODEL 2.5 PORTABLE									
41	Q806	ADD: ASTRO DIGITAL CAI OPERATION				\$ 3,026.00	\$	2,289.50	\$	93,049.50	
41	Q361	ADD: P25 9600 BAUD OPERATION				\$ 515.00	\$	386.25	\$	15,636.25	
41	H38	ADD: SMARTZONE OPERATION				\$ 300.00	\$	225.00	\$	9,225.00	
41	G996	ADD: PROGRAMMING OVER P25 (OTAP)				\$ 1,200.00	\$	900.00	\$	36,900.00	
41	QA03399	ADD: ENHANCED DATA				\$ 100.00	\$	75.00	\$	3,075.00	
41	QA03006	ADD: GROUP SERVICES				\$ 150.00	\$	112.50	\$	4,612.50	
41	QA03006	ADD: ADAPTIVE NOISE SUPPRESSION				\$ 150.00	\$	112.50	\$	4,612.50	
41	QA03001	ADD: WIFI CAPABILITY				\$ 300.00	\$	225.00	\$	9,225.00	
41	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY				\$ 740.00	\$	555.00	\$	22,755.00	
41	Q629	ENH: AES ENCRYPTION				\$ 475.00	\$	356.25	\$	14,606.25	
41	QA05571AA	ALT: LI-ION IMPRES IP68 4850 MAH BATTERY				\$ 115.00	\$	86.25	\$	3,536.25	
41	PMNN4486	BATT IMPRES 2 LIION IP68 3400 MAH BATTERY (SPARE)				\$ 142.00	\$	113.60	\$	4,657.60	
41	NNTN8860A	CHARGER, SINGLE-UNIT IMPRES 2 3A 115VAC CHARGER				\$ 165.00	\$	132.00	\$	5,412.00	
41	PMNN4061B	IMPRES REMOTE SPEAKER MICROPHONE				\$ 164.00	\$	131.20	\$	5,379.20	
41	0105954U29	CLEAR ACOUSTICAL TUBE				\$ 7.90	\$	6.32	\$	259.12	
41	RLN4941	RECEIVE ONLY EAR PIECE W/ TRANSLUCENT TUBE				\$ 69.00	\$	55.20	\$	2,269.20	
41	PMAF4002	APX PSM ANTENNA				\$ 12.00	\$	9.60	\$	393.60	
2	NNTN7686	APX CHARGER INSERT ADAPTER FOR XTS MUC				\$ 207.00	\$	207.00	\$	414.00	
4920	SVC03SVC0115D	PROGRAMMING SERVICES				\$ 1.00	\$	1.00	\$	4,920.00	
APX 6000 MODEL 2.5 SUBTOTAL						\$			\$	245,744.47	

TRADE IN ALLOWANCE FOR 41 XTS/XTL RADIOS

ALL PRICING BASED ON GEORGIA STATE CONTRACT WITH MOTOROLA SOLUTIONS

Payment Terms: Net 30 Days from Delivery

Shipment: FOB Destination

Delivery: Approximately 4 weeks from Purchase Order

PRICING VALID THROUGH 31 DECEMBER 2017

Equipment	\$	223,540.47
Freight	\$	
Programming	\$	INCLUDED ABOVE
Delivery	\$	
TOTAL	\$	223,540.47

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH REDSPEED GEORGIA, LLC, FOR THE IMPLEMENTATION AND OPERATION OF AN AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE PROGRAM WITH RESPECT TO SPEEDING VIOLATIONS WITHIN CERTAIN SCHOOL ZONES IN THE CITY IN ACCORDANCE WITH CHAPTER 78, ARTICLE II, OF THE CITY CODE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, on April 15, 2019, the City of Garden City, Georgia, adopted Article II of Chapter 78 of the City Code (Code Sections 78-110 through 78-113) to establish an automated traffic enforcement safety device program in properly marked school zones within the City for implementation one hour before, during, and one hour after (a) the normal hours of school operation, and (b) programs for the care and supervision of students before school, after school, or during vacation periods, as to speeding violations in excess of ten miles per hour over the speed limit; and,

WHEREAS, RedSpeed Georgia, LLC, has the exclusive knowledge, possession and ownership of certain equipment, licenses and processes to monitor and enforce school zone speed limits and to issue citations for traffic violations pursuant to the terms and provisions of the City's automated traffic safety device program as embodied in the above-mentioned Chapter 78, Article II of the City Code; and,

WHEREAS, RedSpeed Georgia, LLC, has offered to provide such monitoring and enforcement services to the City through its "Speed Photo Enforcement System" in accordance with the terms and provisions of the attached contract; and,

WHEREAS, the City deems the provisions set forth in the attached contract to be advantageous to the City including, but limited to those terms which (1) obligate RedSpeed Georgia, LLC, to provide a turnkey system with all of the reasonably necessary elements required by Chapter 78, Article II, of the City Code to implement and operate an automated traffic enforcement program within the City's school zones; (2) establish a service fee to RedSpeed Georgia, LLC, in the amount of 35% of the revenues actually realized

by the City from the civil penalties which are paid pursuant to Garden City Code Section 78-113 for violations established through RedSpeed Georgia's Speed Photo Enforcement System; (3) provide for a contract term of sixty (60) months which may be terminated without cause and without penalty after the first twelve (12) months of the initial contract term upon sixty (60) days advance notice; and (4) offer the option to extend the contract for five (5) one-year terms; and,

WHEREAS, the City has determined that the attached contract offered by RedSpeed Georgia, LLC, will provide competent, safe and consistent speed limit enforcement within the City's school zones at no taxpayer expense, being completely funded by a reasonable portion of the civil penalties paid to the City by violators of school zone speed limits as a result of being detected and cited by RedSpeed Georgia's Speed Photo Enforcement System;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The City shall enter into a contract with RedSpeed Georgia, LLC, similar to the contract which is attached hereto for the provision of an automated traffic enforcement safety device program with respect to speeding violations within certain school zones in the City as established by Chapter 79, Article II, of the Garden City Code.
2. The City Manager is hereby authorized to sign the final draft of contract once negotiated between him and RedSpeed Georgia, LLC, as well as all other documents associated therewith in the name of the City.

SO RESOLVED, this 17th day of June, 2019.

CITY OF GARDEN CITY

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

RECEIVED AND APPROVED this 17th day of June, 2019.

DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

PROFESSIONAL SERVICES AGREEMENT

_____, 2019

This AGREEMENT (the "Agreement") made this _____ day of _____, 2019 (herein the "Commencement Date"), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Garden City, a political subdivision authorized and created by the State of Georgia (herein "GOVERNING BODY"), with principal offices at 100 Central Avenue, Garden City, GA 31405.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and,

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and,

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and,

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and,

WHEREAS, GOVERNING BODY's City Council has adopted an ordinance, which authorizes GOVERNING BODY's Traffic Safety Camera Program ("TSCP") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Certified Peace Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Certified Peace Officer” means an employee of GOVERNING BODY’s police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

“Unamortized Costs” means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

“Violation” means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the "Start Date") and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience and without cause by GOVERNING BODY by providing written notice of such termination to RED SPEED sixty (60) days prior to the effective date of such termination in which case GOVERNING BODY shall not be liable for any termination fees, costs, or penalties except in the event that such termination occurs during the first twelve (12) months of the initial contract term in which case GOVERNING BODY shall pay RED SPEED termination costs related to the Unamortized Costs established through invoices or other competent evidence, such termination costs not to exceed ten thousand dollars (\$10,000.00) per camera.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED

to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, it shall execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by

REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Garden City, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection

with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Chatham County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of

REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts as an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the

occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,

the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's

subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Garden City
100 Central Avenue
Garden City, GA 31405
Attn: City Manager

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Garden City, Georgia

RedSpeed Georgia, LLC

By: _____, ____/____/____
Name
Title

By: _____, ____/____/____
Robert Liberman
Manager

Attest: _____, ____/____/____
Garden City Clerk / Authorized Attestor

Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for City of Garden City at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed \$25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

26. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
27. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
28. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
29. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
31. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
32. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
33. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
34. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
35. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

36. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
37. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
38. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
39. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

33% service fee for each paid violation

2. Optional Services

License Plate Reader (LPR) module: Additional 2% service fee for each paid violation per approach

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO NEGOTIATE A SERVICE AGREEMENT WITH ADP, LLC, FOR PAYROLL PROCESSING, AND A SERVICE AGREEMENT WITH APPCOLONY, INC., FOR THE FURNISHING OF A SOFTWARE PROGRAM TO BE USED FOR EMPLOYEE SCHEDULING, TIME TRACKING, ATTENDANCE, AND COMMUNICATIONS, AND FOR OTHER PURPOSES.

WHEREAS, ADP, LLC, is uniquely qualified and experienced in providing payroll services to governmental entities, and is presently willing to contract with the City to provide such services to include, but not limited to, making employee salary payments, processing wage garnishments, verifying employment and income, administering employee benefits, tracking paid time, and verifying workers compensation; and,

WHEREAS, the City has determined that the outsourcing of payroll services would allow its staff to focus on areas of city business that need greater attention; would insure that the City stays compliant with applicable tax payment and reporting laws and regulations; and would insure that the City's payroll data is constantly being backed-up and housed in a safe and secure place without taking up valuable internal space on the City' server; and,

WHEREAS, AppColony, Inc., another uniquely qualified and experienced company in providing human resource services to governmental entities, is willing to contract with the City to provide a software program for employee scheduling, time tracking, attendance and communications, which would allow department heads and supervisors to view the hours worked by all employees in their respective departments and to schedule work hours for such employees in such a manner as to control overtime costs; and,

WHEREAS, the starting up costs for the outsourcing of payroll services to ADP, LLC, has been quoted to be \$5,150.00 , while the initial implementation and training services with respect to

the employee time management software package of AppColony, Inc., has been quoted to be \$1,500.00, both amounts being deemed reasonable; and,

WHEREAS, the City deems entering into service agreements with ADP, LLC, and with AppColony, Inc., to be in its best interest by reason of minimizing administrative costs of the City's Human Resources Department and maximizing employee productivity through professional time management;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council for Garden City, Georgia, hereby authorizes the City Manager, with the assistance of the City's finance director, the Human Resources Department Head, and the City Attorney, to negotiate a service agreement with ADP, LLC for payroll processing, and to further negotiate a service agreement with AppColony, Inc., for employee scheduling, both contracts containing terms as to scope, pricing, and term which are most beneficial to the City.
2. The Mayor and Council hereby reserves the authority to review and approve the negotiated service agreements before the contracts are executed by the City Manager on behalf of the City.

SO RESOLVED, this 17th day of June, 2019.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES
CLERK OF COUNCIL

RECEIVED AND APPROVED this 17TH day of June, 2019.

DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

GARDEN CITY RESOLUTION

A resolution to amend the regular meeting schedule of the Garden City Council for the period of July 1, 2019 through September 30, 2019

WHEREAS, it is desirous to amend the regular meeting schedule of the Garden City Council for the period of July 1, 2019, through September 30, 2019; and

WHEREAS, an amendment to the regular meeting schedule of the Garden City Council is not detrimental to the proper and diligent administration of the City; and

WHEREAS, an amended meeting schedule is proposed as follows:

<u>Item</u>	<u>Date</u>	<u>Action</u>
Regularly Scheduled Meeting	July 1, 2019	Canceled
Regularly Scheduled Meeting	July 15, 2019	Affirmed
Regularly Scheduled Meeting	August 5, 2019	Canceled
Regularly Scheduled Meeting	August 19, 2019	Affirmed
Regularly Scheduled Meeting	September 2, 2019	Canceled
Regularly Scheduled Meeting	September 16, 2019	Affirmed

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, in regular session assembled, that they do hereby approve and amend the regular meeting schedule of the Garden City Council as herein described for the period of July 1, 2019, through September 30, 2019.

Adopted this 17th day of June, 2019

Don Bethune, Mayor

Rhonda Ferrell, Clerk of Council